

CONTRACT PERIOD THROUGH AUGUST 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HVAC COIL AND AIR HANDLER CLEANING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 21, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management
Sharon Tohtsoni, Materials Management

(Please remove Serial 97200-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **HVAC COIL AND AIR HANDLER CLEANING**

1.0 **INTENT:**

The intent of this Invitation For Bid is to establish a source for the cleaning of HVAC coils, air handlers (walls, floor, and ceiling), air wash units, evaporators, condensate pans, dampers, plenums, related piping, piping insulation replacement, air handler and duct insulation replacement, fan housings, filter frames, and related equipment located at various County buildings, as requested by the County.

For the interest of obtaining competition for project work, this contract shall be a multiple award.

This service is to maintain and clean coils (and ancillary components) to ensure maximum airflow, heat transfer and energy conservation.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Contractor to supply all labor, supervision, tools, equipment, materials, cleaning solutions, transportation, and all effort necessary to perform the requirements herein.

Work must be scheduled by the Contractor with the Facilities Management Department staff to ensure all cleaning operations do not interfere with normal building operations.

2.2 Due to the nature of many County facilities operating on a twenty-four/seven schedule, each contractor awarded this bid shall make available to the County services 365 days per year, 24 hours per day.

2.3 **CLEANING AGENTS USED:**

All materials used for cleaning coils must be EPA and/or USDA registered. No substitutions are allowed. No acids, caustics, or solvents may be used without specific written approval by the facilities Management Department (FMD). Alkaline used must contain sequestering agents, may contain foaming agents, but no fillers. The use of acid will be allowed, but only if requested in writing to the County. Acids must be inhibited and solvents must be emulsible and have no flash point. All solutions and rinse cycles shall be with hot water of ambient temperature. All plastic used as protective covers or encatchments shall be clear and no less than 4 mils thick.

2.4 **PRESSURE CLEANING EQUIPMENT:**

Pressure equipment used in the coil cleaning operation will have the capability of variable pressures, volumes, chemical strengths, and supplied with hot water. Pressure variables will be between the range of 150 PSI and 5000 PSI. Variable volumes will include the range of 1/10 GPM through 7 GPM. Variable chemical strengths will include the ranges of 0% solution through 50% solution strength. The cleaning equipment must be capable of operating at distances of 600 feet from air handler coils. Chemical and rinse flows must be controlled at spray gun location. All equipment used by the Contractor is to be safe, clean and used as intended.

2.5 **STEAM CLEANING:**

It is the responsibility of the Contractor to clean the coil using industry-cleaning methods, such as low or high-pressure hot liquid cleaning products. If the coil cannot be cleaned by these methods, a steam cleaning process shall be used. Pricing for steaming cleaning shall be a percentage up charge. **The Contractor may use an electric or gas powered steam machine. The cost for this service shall be line item priced in Attachment A, PRICING, per cubic inch.**

2.6 **PROCESS FOR SCHEDULING OF WORK:**

As coil cleaning services are requested, the Contractor shall be notified by FMD staff and meet at the site to show the Contractor where the coil is located. Afterwards, the Contractor and the County staff shall establish a schedule for the work to be completed. Prior to commencement of work, the Contractor must perform a Magnehelic reading for a pressure differential test of the coil, both

before cleaning and after cleaning. This will ensure the coil has not been damaged due to the coil cleaning process. This must be documented and results provided to the County. The report must be attached to the invoice and FMD must keep this on file.

2.7 THE FOLLOWING PROCEDURES MUST BE FOLLOWED:

- 2.7.1 The setting up of equipment and hoses will be accomplished in such a manner as to allow safe movement of people through normal passageways if the work is scheduled during business hours.
- 2.7.2 If requested by FMD, the fan unit is to be shut down after recording the supply of APD, TSP, and AMP. Lock-out/tag-out requirements **MUST** be incorporated.
- 2.7.3 Shutting down and starting up of all equipment shall be coordinated with the County at all times.
- 2.7.4 Removal of the filters, if necessary, is done at the cleaning time by the Contractor. New filters will be County furnished but installed by the Contractor. The Contractor shall clean any permanent filters not requiring replacement.
- 2.7.5 Entry Into HVAC ducts:
Entry into the coil areas may be done by removal of doors, panels, or by cutting access holes. Any cutting will be neat and without sharp edges. All sheet metal removed shall be replaced in a neat and functional manner, in accordance with the Sheet Metal & Air Conditioning National Contractor's Association (SMACNA).

If the Contractor cuts open any duct for access, the opening will be as close to its original design as possible. Any access cuts are to be covered and secured with TEK hex screws and taped if necessary.
- 2.7.6 Once entry is gained to one or both sides of the coil(s), the coil fins are to be thoroughly vacuumed and combed.
- 2.7.7 The condensation pan and the area around the condenser/evaporator are to be cleaned before the beginning of the coil cleaning as well as the clearing of the condensation drain. All mold, bacteria, and scale must be removed. After a complete and thorough cleaning, the pan shall be sealed using industry-approved methods. The general area shall be cleaned to ensure that debris will not be pulled back into the condensate pan.
- 2.7.8 Degreasing/cleaning of any fans and motors and ancillary components shall be part of the Contractor's responsibility.
- 2.7.9 Any units that allow water to run uncontrolled while cleaning, or units that have no condensation pans shall have a protective containment of sorts draped beneath the units to prevent water damage. Vacuuming of uncontrolled water will also be used during this cleaning operation.

2.8 PRICING:

Pricing to clean a coil shall be based on volume of the coil (i.e., length x width x thickness) in inches. The Contractor shall measure the width, length and thickness of the coil, calculating a total volume, and multiply this volume by his bid price based on per cubic inch. All coil pricing shall include the cost for labor, supervision, equipment (**includes power wash equipment**), tools, chemicals, supplies, transportation, and all effort necessary to clean a coil. For coils that have not been cleaned within twelve (12) months, ~~a percentage surcharge will be allowed to compensate the Contractor for the additional labor needed clean the coil.~~ **To determine if additional cost are to be incurred due to coils not cleaned in a reasonable time frame, a Magnehelic pressure differential test of the coil shall be taken. If the reading indicates over 1" on the scale, the Contractor shall be allowed a percentage mark-up over the total volume cost.**

Pricing of items that are NOT coils, such as, but not limited to: air handlers (walls, floor, and ceiling), air wash units, evaporators, condensate pans, dampers, plenums, piping, piping insulation, fan housings, filter frames, and related equipment shall either be project quoted or as time and materials. This to be determined by FMD staff.

2.9 AIR HANDLER DOOR SEALS:

If required, the Contractor shall replace the door seal of the air handler if found to be broken, damaged, or worn. The cost of this replacement shall be time and materials.

If it is discovered that an air handler or duct has blockages cause by the breakdown of the interior insulation, the Contractor shall notify the County and propose a project cost for removal and replacement. The replacement insulation must be Astro-foil[®] **(or approved substitute)** reflective insulation, and no other.

2.10 ASBESTOS:

The Contractor may be required to enter areas in ceilings, walls, or HVAC spaces that contain asbestos. Contractor must follow all Federal and State safety safety precautions for working in an asbestos environment or the abatement thereof, all regulations must be adhered to, such as, but not limited to: protective clothing for an asbestos environment, breathing apparatus, and required warning signs for other employees.

2.11 PROJECT WORK AND TIME & MATERIALS:

2.11.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work (exceptions are emergency requested or instances ether T&M would be the most cost effective method). As such, each contractor **MUST** submit a response, with award to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no printed terms and conditions and no provisions for a signature from the County). If the Contractor’s quote sheets contain any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

2.11.2 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.

2.11.3 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in Attachment A, PRICING. The threshold from time and materials to project work shall be \$5,000.00 **(or as determined by FMD)**. Exceptions to this must be pre-approved by the County with sufficient justification and in writing.

2.11.4 Each bidder shall be ranked as first call, second call, third call, and so on. The contractor of record having the lowest labor rate shall be called first by the Count representative for time and materials service. If the vendor is unable to respond in the time parameters, the requesting County representative shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or

consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.12 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County buildings or complexes. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.13 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.14 TAX:

Taxes shall be imposed on cleaning supplies used in the industry. No tax shall be levied against labor (Exceptions: projects, 65% of the retail tax rate on combined labor and materials)). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.15 INVOICING:

2.15.1 All invoicing for coil cleaning shall be sent to the County user agency that has requested the services of the Contractor. All coil cleaning invoicing for time and materials MUST include:

Purchase order number (or if paid by a procurement card, "P-Card" printed in PO field);
 Terms as bid;
 Contract serial number;
 Job site name and address w/ FMD site number;
 Description of work performed;
 Coiling cleaning cost: coil width, length, thickness (in inches), multiplied by bid rate =
 total cost (i.e., 36"x40"x10" .003¢/per cubic inch \$43.20)
 Grand total of invoice.

If there are separate time and materials work performed, the T&M must be delineated:
 Total hours spent, labor rate as bid, extended total (i.e., 6 hours \$40.00/hr \$240.00);
 All parts sold must be itemized;
 Tax on parts only;
 Grand total

2.15.2 Invoicing for project work must contain:

Contract serial number;
 Purchase order number (If used);
 Terms as bid;
 Description of work performed;
 Location of job site and FMD site number;
 Project cost as quoted (post as a total, do not delineate parts, materials, or labor);
 Applicable construction tax if required (65% of retail tax rate);
 Grand total.
 Attached to the invoice must be the project quote sheet and all change orders.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.16 CONTRACTOR REQUIREMENTS:

- 2.16.1 Contractor's firm must be in business of HVAC coil cleaning a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor's technical staff assigned to this contract must have a minimum of five (5) years experience to perform any service to the County. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.
- 2.16.2 All work performed by Contractor shall be to a professional standard.
- 2.16.3 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of special waste or contaminated materials. The Contractor must have the expertise and equipment (i.e., protective clothing, gloves, respirators, etc.) to perform mold/bacteria abatement.
- 2.16.4 The Contractor's service truck fleet shall carry sufficient supply of cleaning equipment and supplies to perform the service stated herein. The Contractor shall have a local shop and/or warehouse that stocks supplies to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.
- 2.16.5 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 2.16.6 The Contractor shall perform coil cleaning services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.16.7 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no additional cost to the County.
- 2.16.8 ~~A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.~~

In order to expedite the contractor's staff into restricted areas, the County shall require "background" checks with issuance of temporary ID badges (this may change during the course of the contract). There are three types of clearances, depending on what building the Contractor will service:

- (a) **MCSO background check -- County buildings without restricted access**
- (b) **Superior Court background -- Superior Court buildings or County buildings that have Court services within**
- (c) **County Attorney background -- for all areas where C/A offices are located**

- 2.16.9 Subcontracting:
The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project. **If the bidder must utilize a subcontractor for certain work that**

the bidder is unable to provide (i.e., HVAC coil removal), the bidder must submit the name, address, and copies of licensing of the sub. A 5% administrative mark-up over the subcontractors labor charges will be allowed.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of THREE(3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements:

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and

endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor may be required to furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor. **THIS CONTRACT WILL BE ON PROJECT WORK AND WILL BE PART OF THE QUOTE IF REQUIRED.**

- (A) A Performance Bond equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, FMD 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MAY 29, 2002 AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

EMPIRE MAINTENANCE COMPANY INC., 841 W FAIRMONT DRIVE #4, TEMPE, AZ 85282-1527

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
☐ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING SHEET: **S073404 / B0602606**

4ST 2ND CALL

1.0 PRICING

- | | | |
|-----|---|---|
| 1.1 | Coil cleaning services: | <u>\$ 0.05</u> /per cubic inch |
| 1.2 | Surcharge, with excessive dirt buildup for coils
(Onlyif Magnehelic reading exceeds reading of 1") | <u>\$ 0.02</u> 2/% over the total volume cost |
| 1.3 | For steam cleaning: | <u>\$ 0.07</u> per cubic inch |
| 1.4 | Labor, for services outside the scope of contract: | <u>\$ 45.00</u> /per hr. |
| 1.5 | Labor, for T&M | <u>\$ 55.00</u> /per hr. |

Terms: NET 20 2%

Federal Tax ID Number: ~~95-3019213~~ **86-0860687**

Vendor Number: ~~953019213A~~ **860860687 A**

Telephone Number: 480/967-1201

Fax Number: 480/967-1271

Contact Person: David Reyes

E-mail Address: david@empiremaintenance.com

Company Web Site: www.empiremaintenance.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2005.**

FRESH AIR SYSTEMS INC., 44 W SAHUARO STREET, TUCSON, AZ 85705

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
☐ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: **S073404 / B0602606**

~~2ND~~ **1ST CALL**

1.0 PRICING

- | | | |
|-----|--|--|
| 1.1 | Coil cleaning services: | <u>\$ 0.009</u> /per cubic inch |
| 1.2 | Surcharge, with excessive dirt buildup for coils
(Only if Magnehelic reading exceeds reading of 1") | <u>12%</u> /% over the total volume cost |
| 1.3 | For steam cleaning: | <u>\$ 0.015</u> per cubic inch |
| 1.4 | Labor, for services outside the scope of contract: | <u>\$ 32.00</u> /per hr. |
| 1.5 | Labor, for T&M | <u>\$ 32.00</u> /per hr. |

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 86-0749622

Vendor Number: 860749622A

Telephone Number: 520/624-2820

Fax Number: 520/623-0438

Contact Person: Michele Grondin

E-mail Address: michele@freshairpros.com

Company Web Site: www.freshairpros.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2005**.

MINTIE CORPORATION, 1434 E UNIVERSITY DRIVE, PHOENIX, AZ 85034

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO
 ____2____% REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: **S073404 / B0602606**

3RD CALL

1.0 PRICING

- | | | |
|-----|---|--|
| 1.1 | Coil cleaning services: | <u>\$ 0.145</u> /per cubic inch |
| 1.2 | Surcharge, with excessive dirt buildup for coils
(Onlyif Magnehelic reading exceeds reading of 1") | <u>\$ 0.04 4</u> /% over the total volume cost |
| 1.3 | For steam cleaning: | <u>\$ 0.145</u> per cubic inch |
| 1.4 | Labor, for services outside the scope of contract: | <u>\$ 23.00</u> /per hr. |
| 1.5 | Labor, for T&M | <u>\$ 23.00</u> /per hr. |

Terms: NET 30

Federal Tax ID Number: 95-1928657

Vendor Number: 951928657A

Telephone Number: 602/340-8441

Fax Number: 602/253-0930

Contact Person: Patrick A Foltz

E-mail Address: pfoltz@mintie.com

Company Web Site: www.mintie.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2005**.